

CLAUSE I-109 – PROTEST AFTER AWARD (August 2002)

- (a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Subcontracting Officer may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the work called for by this subcontract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with the terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Subcontracting Officer shall either: (1) cancel the stop-work order; or (2) terminate the work covered by the order as provided in the "Default or the Termination for Convenience of SURA" clause of this subcontract.
- (b) If a stop-work order issued under this clause is cancelled either before or after a final decision in the protest, the Subcontractor shall resume work. The Subcontracting Officer shall make an equitable adjustment in the delivery schedule or subcontract price, or both, and the subcontract shall be modified, in writing, accordingly, if –
 - (1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this subcontract; and
 - (2) The Subcontractor asserts its rights to an adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the Subcontracting Officer decides the facts justify the action, the Subcontracting Officer may receive and act upon a proposal at any time before final payment under this subcontract.
- (c) If a stop-work order is not cancelled and the work covered by the order is terminated for the convenience of SURA, the Subcontracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not cancelled and the work covered by the order is terminated for default, the Subcontracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) SURA's rights to terminate this subcontract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Subcontractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this subcontract is sustained, and SURA or the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), SURA or the Government may require the Subcontractor to reimburse the Government or SURA the amount of such costs.